

Omni-Via – Terms & Conditions of Sale and Services

1. General

- 1.1 These Terms & Conditions apply to all quotations, sales, and services provided by Omni-Via ("the Seller").
- 1.2 By placing an order or engaging Omni-Via for any service, the customer ("the Buyer") accepts these Terms & Conditions in full.
- 1.3 Any variation or amendment must be agreed in writing by Omni-Via.
- 1.4 Product descriptions, technical data, and visuals are for guidance only and may vary slightly due to updates, supply changes, or manufacturing improvements.

2. Orders and Acceptance

- 2.1 All orders and service requests are subject to written acceptance by Omni-Via.
- 2.2 Quotations remain valid for 30 days, unless otherwise stated.
- 2.3 Omni-Via reserves the right to decline or cancel any order or service if credit terms, site conditions, or delivery schedules are unsatisfactory.

3. Prices and Payment

- 3.1 All prices are exclusive of VAT unless otherwise stated.
- 3.2 Payment terms are [insert terms, e.g. 30 days from invoice date], unless otherwise agreed in writing.
- 3.3 Ownership of all lighting products remains with Omni-Via until full payment has been received.
- 3.4 If the Buyer fails to adhere to agreed payment terms, all contracts, whether verbal or written, are rendered void with immediate effect, and Omni-Via reserves the right to suspend all ongoing or future work and deliveries without liability.
- 3.5 Omni-Via may charge interest on overdue invoices at the rate permitted under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.6 Omni-Via reserves the right to suspend or cancel deliveries or services where accounts are overdue.

4. Delivery

- 4.1 Omni-Via will make reasonable efforts to deliver goods within agreed timeframes but accepts no liability for courier delays, third-party handling, or events beyond its control.
- 4.2 Once delivery has been confirmed by the courier or signed for by the recipient, Omni-Via accepts no responsibility for products that are lost, misplaced, or damaged thereafter.
- 4.3 Any missing, incorrect, or rejected products must be reported by email to info@omni-via.co.uk within 24 hours of delivery. Claims submitted after this period will not be accepted.
- 4.4 The Buyer is responsible for ensuring the delivery site is suitable, accessible, and safe for off-loading.
- 4.5 Risk passes to the Buyer upon delivery, regardless of whether payment has been completed.

5. Services

5.1 Any design, lighting consultation, or installation services provided by Omni-Via are performed using reasonable skill and care in accordance with industry standards.

- 5.2 The Buyer is responsible for ensuring all site and project information supplied is accurate.
- 5.3 Omni-Via accepts no liability for issues resulting from inaccurate information, third-party interference, or modifications after completion.
- 5.4 All installations must comply with BS 7671 (IET Wiring Regulations) and relevant building regulations.
- 5.5 Design recommendations are advisory only and must be verified for site suitability by a qualified professional before implementation.

6. Returns and Replacements

- 6.1 No returns will be accepted without prior written authorisation from Omni-Via.
- 6.2 Returned goods must be unused, uninstalled, and in original packaging.
- 6.3 A restocking charge of up to 25% may apply to non-fault returns.
- 6.4 Bespoke, custom-built, or modified products are non-returnable.
- 6.5 Approved replacements or credits are issued at Omni-Via's discretion following inspection.

7. Warranty

- 7.1 Omni-Via warrants that all lighting products supplied will be free from material defects in workmanship and materials under normal use and installation for a period of one (1) year from the date of delivery, unless otherwise stated in writing.
- 7.2 This warranty is void if products are installed incorrectly, used with incompatible drivers, modified, or exposed to unsuitable environments (e.g. moisture for non-IP-rated fittings).
- 7.3 The warranty covers replacement or repair of defective products only and excludes labour, site access costs, or consequential losses.
- 7.4 All warranty claims must include the product code, proof of purchase, installation details, and photographic evidence where appropriate.

8. Limitation of Liability

- 8.1 Omni-Via shall not be liable for indirect or consequential losses including, but not limited to, loss of profit, revenue, or business interruption.
- 8.2 The total liability of Omni-Via, whether in contract, tort, or otherwise, shall not exceed the invoice value of the goods or services supplied under the relevant order.

9. Force Majeure

9.1 Omni-Via shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including (but not limited to) supply chain disruption, transportation failure, fire, flood, strike, or government action.

10. Governing Law

10.1 These Terms & Conditions are governed by and construed in accordance with the laws of England and Wales.

10.2 Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Contact

All correspondence, returns, or delivery queries should be directed to:

Omni-Via

Email: info@omni-via.co.uk